IN THE UNITED STATES DISTRICT COURT DISTRICT OF MINNESOTA

Fair Isaac Corporation and myFICO Consumer Services, Inc.;))
Plaintiffs,)
V.)) Civil Action No:
Experian Information Solutions, Inc.; Trans Union LLC; VantageScore Solutions, LLC; and Does I through X;) 0:06-cv-04112 (ADM/JSM))
Defendants.)) _)
DEFENDANTS' PROPO	SED SPECIAL VERDICT FORM
We, the jury in the above-entitled	matter, make the following findings of
fact in response to the Court's questions	presented to the jury:
	<u>300-850</u>
1. Has the term "300-850" ac	equired secondary meaning?
Yes_	No
If your answer to Question 1 was	"YES," then go to Question 2.
If your answer to Question 1 was	"NO," then go to Question 23.
2. Is the term "300-850" fund	ctional?
Yes_	No
If your answer to Question 2 was	"YES," then go to Question 23.
If your answer to Question 2 was	"NO," then go to Question 3.

	3.	Did the term "300-8	850" acquire so	econdary mear	ning before Ex	perian first
used a	scorin	ng range of 330 to 83	0 or a similar ı	range?		
			Yes	_	No	-
	If you	r answer to Question	n 3 was "YES,"	' then go to Qu	uestion 4.	
	If you	r answer to Question	n 3 was "NO,"	then go to Que	estion 10.	
	4.	Is Experian's use of	f 330 to 830 as	the scoring ra	inge for its PL	US credit
scorin	g servi	ce likely to cause an	appreciable nu	umber of reaso	onable purchas	ers to be
confus	sed, mi	staken or deceived a	bout the source	e or sponsorsh	ip of Experian	's PLUS
credit	scoring	g service?				
			Yes	_	No	-
	If you	r answer to Question	a 4 was "YES,"	' then go to Qu	uestion 5.	
	If you	r answer to Question	n 4 was "NO,"	then go to Que	estion 10.	
	5.	Is the use by Experi	ian of 330 to 8	30 as its scorir	ng range for its	s PLUS credit
scorin	g servi	ce a fair use?				
			Yes		No	-
	If you	er answer to Question	n 5 was "YES,"	' then go to Qu	uestion 10.	
	If you	r answer to Question	n 5 was "NO,"	then go to Que	estion 6.	

6. Die	l Fair Isaac inexcus	sably delay in ta	king action against	Experian with
respect to its use	of the scoring rang	e 330 to 830, re	sulting in prejudice	or harm to
Experian?				
	Υ	/es	No	
If your an	swer to Question 6	was "YES," the	en go to Question 10	0.
If your an	swer to Question 6	was "NO," then	n go to Question 7.	
7. Die	d Fair Isaac represe	nt by actions or	words that it would	l not assert a right
or claim against	Experian over the t	erm "300-850" a	and unreasonably d	elay in asserting
such rights again	st Experian so that	Experian would	l be unfairly harmed	d if Fair Isaac is
permitted to asse	rt its rights over the	e term "300-850	"now?	
	Ŋ	'es	No	
If your an	swer to Question 7	was "YES," the	en go to Question 10	0.
If your an	swer to Question 7	was "NO," then	n go to Question 8.	
8. Wa	ns Experian's infrin	gement, if any,	of the claimed trade	emark "300-850"
willful and done	with the intent to c	ause confusion a	as to the source or s	sponsorship of
Experian's PLUS	S credit scoring serv	vice?		
	Y	/es	No	

9.	What amount of damages, if	any, do you a	ward Plaintiffs to compensate for	r
Experian's	infringement, if any, of the clai	med trademar	k "300-850", and under what	
method of	calculating damages (Plaintiffs'	lost profits, r	easonable royalty, or	
disgorgeme	ent of Experian's profits)?			
	Amount:	\$		
	Method:			
10.	Did the term "300-850" acqu	iire secondary	meaning before Trans Union	
first used a	scoring range of 300 to 850 or	a similar rang	e?	
	Yes		No	
If yo	our answer to Question 10 was '	'YES," then g	to to Question 11.	
If yo	our answer to Question 10 was '	'NO," then go	to Question 18.	
11.	Is Trans Union's use of 300	to 850 as the s	scoring range for its TransRisk	
credit scori	ng service likely to cause an ap	preciable num	aber of reasonable purchasers to	
be confused	d, mistaken or deceived about th	ne source or sp	ponsorship of Trans Union's	
TransRisk (credit scoring service?			
	Yes		No	
If yo	our answer to Question 11 was '	'YES," then g	to to Question 12.	
If yo	our answer to Question 11 was '	'NO," then go	to Question 18.	

12. Is the use by Trans Union of 300 to 850 as its scoring range for its credit
scoring service a fair use?
Yes No
If your answer to Question 12 was "YES," then go to Question 18.
If your answer to Question 12 was "NO," then go to Question 13.
13. Did Fair Isaac inexcusably delay in taking action against Trans Union with
respect to its use of the scoring range 300 to 850, resulting in prejudice or harm to Trans
Union?
Yes No
If your answer to Question 13 was "YES," then go to Question 18.
If your answer to Question 13 was "NO," then go to Question 14.
14. Did Fair Isaac represent by actions or words that it would not assert a right
or claim against Trans Union over the term "300-850" and unreasonably delay in
asserting such rights so that Trans Union would be unfairly harmed if Fair Isaac is
permitted to assert its rights over the term "300-850" now?
Yes No
If your answer to Question 14 was "YES," then go to Question 18.
If your answer to Question 14 was "NO," then go to Question 15.

	15.	Did Fair Isaac release Trans Unio	n from liability	y for its use of the term
"300-	850"?			
		Yes	_	No
	If you	er answer to Question 15 was "YES	," then go to Q	Question 18.
	If you	er answer to Question 15 was "NO,"	' then go to Qu	uestion 16.
	16.	Was Trans Union's infringement,	if any, of the o	claimed trademark "300-
850"	willful	and done with the intent to cause co	onfusion as to	the source or sponsorship
of Tra	ıns Uni	on's credit scoring service?		
		Yes	_	No
	17.	What amount of damages, if any,	do you award	Plaintiffs to compensate for
Trans	Union	's infringement, if any, of the claim	ed trademark	"300-850," and under what
metho	od of ca	alculating damages (Plaintiffs' lost	profits, reason	able royalty, or
disgo	rgemen	at of Trans Union's profits)?		
		Amount:	\$. <u> </u>
		Method:		
	18.	Did the term "300-850" acquire se	econdary mean	ning before VantageScore
Soluti	ons, Ll	LC first used a scoring range of 501	to 990 or a si	milar range?
		Yes	_	No
	If you	er answer to Question 18 was "YES	," then go to Q	Question 19.
	If you	ur answer to Question 18 was "NO,"	' then go to Qu	uestion 23.

	19.	Is VantageSc	core's use of 501 to 9	990 as the sco	ring range for its	S
Vanta	geScoi	e credit scorin	g service likely to ca	use an appre	ciable number of	f reasonable
purch	asers to	be confused,	mistaken or deceive	d about the so	ource or sponsor	ship of
Vanta	geScoi	e's credit scor	ing service?			
			Yes	_	No	
	If you	ir answer to Q	uestion 19 was "YES	S," then go to	Question 20.	
	If you	r answer to Q	uestion 19 was "NO,	" then go to C	Question 23.	
	20.	Is the use by	VantageScore of 50	1 to 990 as its	s scoring range for	or its credit
scorin	g servi	ce a fair use?				
			Yes		No	
	If you	ir answer to Q	uestion 20 was "YES	S," then go to	Question 23.	
	If you	r answer to Q	uestion 20 was "NO,	" then go to (Question 21.	
	21.	Was Vantage	Score's infringemen	t, if any, of th	ne claimed trade	mark "300-
850" v	willful	and done with	the intent to cause c	onfusion as to	o the source or s	ponsorship
of Va	ntageS	core's credit s	coring service?			
			Yes		No	

	What amount of da	mages, if any,	do you award	Plaintiffs to con	npensate for
VantageSco	re's infringement, if a	any, of the clai	med trademark	300-850, and ı	ınder what
method of c	alculating damages (d	disgorgement (of VantageScor	e's profits)?	
	Amount:		\$		
	Method:				
		Keyword Ad	vertising		
<u>Experian</u>					
23.	Was Experian's use	e of "FICO" or	"FAIR ISAAC	c" as keyword s	earch terms
on internet	search engines likely	to cause an ap	preciable numb	er of reasonable	e purchasers
to be confus	ed, mistaken or decei	ived about the	source or spon	sorship of Expe	rian's credi
scoring serv	ices that are offered a	at www.freecre	editreport.com?		
		Yes		No	
If yo	ur answer to Question	n 23 was "YES	S." then go to O	uestion 24.	
			, 8		
If yo	ur answer to Question	n 23 was "NO,	_	estion 26.	
If yo	ur answer to Question	n 23 was "NO,	_	estion 26.	
If yo 24.	ur answer to Question Did Experian use F		" then go to Qu		ms to
24.		'air Isaac's trac	" then go to Qu	word search ter	
24. identify, des	Did Experian use F	air Isaac's trac	" then go to Qu demarks as key pare their scorin	word search tern	Fair
24. identify, des	Did Experian use F scribe, or otherwise re it scoring service and	air Isaac's trac	" then go to Qu demarks as key pare their scorin	word search tern	Fair
24. identify, des	Did Experian use F scribe, or otherwise re it scoring service and	air Isaac's trac	" then go to Que demarks as key pare their scoring t that Fair Isaac	word search tern	Fair
24. identify, des Isaac's cred Experian's	Did Experian use F scribe, or otherwise re it scoring service and	Tair Isaac's tracefer to or company not to suggest	" then go to Que demarks as key hare their scoring that Fair Isaac	word search terms ag services with sponsored or e	Fair

25. Should Fair Isaac be barred from recovering for Experian's use of Fair
Isaac's trademarks as keyword search terms due to Fair Isaac's own use of Experian's
trademarks as keyword search terms?
Yes No
<u>Trans Union</u>
26. Was Trans Union's use of "FICO," "FAIR ISAAC," "850 credit score," or
"850 credit scores" as keyword search terms on internet search engines likely to cause an
appreciable number of reasonable purchasers to be confused, mistaken or deceived as to
the source of Trans Union's credit scoring services that are offered at
www.truecredit.com?
Yes No
If your answer to Question 26 was "YES," then go to Question 27.
If your answer to Question 26 was "NO," then go to Question 29.
27. Did Trans Union use Fair Isaac's trademarks as keyword search terms to
identify, describe, or otherwise refer to or compare Trans Union's scoring service with
Fair Isaac's credit scoring service, and not to suggest that Fair Isaac sponsored or
endorsed Trans Union's service?
Yes No
If your answer to Question 27 is "YES," then go to Question 29.
If your answer to Question 27 is "NO," then go to Question 28.

	28.	Should Fair Isaac be barred from recovering for Trans Union's use of Fair
Isaac'	s trade	marks as keyword search terms due to Fair Isaac's own use of Trans Union's
traden	narks a	s keyword search terms?
		Yes No
		Defendants' Counterclaim
	29.	During the application process for a "300-850" trademark before the United
States	Patent	and Trademark Office, did Fair Isaac through one of its officers or attorneys
make	a mate	rial misrepresentation that it knew to be false to or knowingly omit one or
more i	materia	al facts with an intent to mislead the Patent and Trademark Office?
		Yes No
	If you	r answer to Question 29 was "YES," then go to Question 30.
	If you	r answer to Question 29 was "NO," then sign, date, and return this form.
	30.	Did the United States Patent and Trademark Office rely on Fair Isaac's
misrep	present	ation or omission in issuing the "300-850" trademark registration?
		Yes No
	Sign,	date, and return this form.
Dated	:	Presiding Juror: